End-User License Agreement

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1.7. “AI Module” means the optional artificial-intelligence functionality integrated in DbSchema, enabling users to submit database-design-related prompts, receive AI-generated responses, and optionally merge suggested schema changes into the design model or database.

1.8. “AI Service Provider” means the third-party provider(s) supplying AI processing capabilities to the AI Module.

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The Licensor will provide the option to activate a trial version of the PRO Edition for 15 days, with the possibility to extend it for another 15 days from the website. After 15 days, the evaluation will automatically disable itself. The time-limited version is subject to all terms set forth in this EULA with the exception that the Evaluation License is not for general commercial use.

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8.1 Unless specified in this EULA, all express or implied conditions, representations, and warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement are disclaimed, except to the extent that these disclaimers are held to be legally invalid. We represent that we shall comply with all applicable laws, codes and regulations.

8.2 Notwithstanding the foregoing, the Licensor warrants that services will be provided in a workmanlike manner, in accordance with industry standards and by individuals with suitable skills and abilities.

8.3. **AI Module Disclaimer.** AI-generated content is provided “as-is,” may contain inaccuracies, and must be reviewed by the Licensee. Licensor does not guarantee correctness, legality, or completeness of AI-generated output.

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9.2. . Except with respect to intellectual property infringement, negligent acts or omissions or willful misconduct, breach of confidentiality obligations , breach of personal data, in no event will either party’s liability to other, whether in contract, tort (including negligence), or otherwise, exceed twice (2X) the amount paid by Licensee for Software under this EULA.. Some states do not allow the exclusion of incidental or consequential damages, so some of the terms above may not be applicable to either party.

9.3. Licensor shall not be liable for decisions made based on AI-generated output, nor for any schema, data, business, or operational changes performed by Licensee as a result of using the AI Module.

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10.1. If either Licensee or Licensor fails to comply with the terms and conditions of this Agreement, and such failure is not remedied within 30 days written notice , the non-breaching party may terminate immediately. The licensee may terminate this Agreement at any time by notifying the Licensor. Upon the termination of this Agreement, Licensee must delete the Software from its computers and archives within a reasonable timeframe. However, this obligation does not extend to automatically generated computer backup or archival copies created in the ordinary course of the receiving party information systems procedures, provided that the Licensee makes no further use of such copies.. If the termination is due to a breach by the Licensor, the Licensee shall be entitled to a pro-rata refund of any fees paid for the unused portion of the license term.

10.2. Licensee agrees that upon the termination of this agreement for any reason Licensor may take actions so that the software no longer operates

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This EULA will be governed by the laws of Germany, without reference to conflict of laws principles. Licensee agrees that any litigation relating to this EULA may only be brought in, and shall be subject to the jurisdiction of, any court in the United Kingdom.

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If any provision of this EULA is held invalid, the remainder of this EULA shall continue in full force and effect.

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For exceptions or modifications to this Agreement, please contact Licensor at:

Web: https://dbschema.com

Email: support@dbschema.com

16. AI Module Terms

16.1. Description of AI Processing.
The Software includes an optional AI Module that allows the Licensee to:

- Submit natural-language prompts related to database design or modeling.
- Receive AI-generated suggestions, text, or schema modifications.
- Merge accepted changes into the local design model and/or connected database.

16.2. Data Transmitted to the AI Service.
When the AI Module is used, **only contextual information necessary for generating the requested response** is transmitted, such as:

- Names of tables in the currently designed layout
- Column names, data types, relationships, and constraints

- User-provided prompts
  No live database data, records, or sensitive information are transmitted unless the Licensee manually includes such text in a prompt.

16.3. Data Processing & Compliance.
The AI Service Provider processes transmitted information solely to generate responses.
Processing complies with applicable privacy laws including GDPR, UK DPA 2018, and similar international regulations.

16.4. Prohibited Use.
The Licensee agrees not to use the AI Module to:

- Process or transmit personal data, sensitive data, or confidential production data
- Submit content infringing the rights of others or violating applicable laws
- Perform automated decision-making that results in legal or significant effects without human review

16.5. No Professional Advice.
AI-generated output is **not** legal, financial, or professional advice. Licensee must independently validate results before applying schema changes or acting on the output.

16.6. Safety and Accuracy.
AI output may be incomplete, outdated, or erroneous. Licensee is responsible for verifying the correctness, safety, and impact of any suggested schema or database changes.

16.7. Opt-Out.
The AI Module is optional. If Licensee does not wish to transmit schema information or prompts to an AI provider, the AI Module can be disabled in the Software settings.

17. Compliance With Emerging AI Regulations

(Non-legal-advice general clause)

Licensor endeavors to operate the AI Module in accordance with applicable modern regulatory frameworks governing AI systems, including transparency obligations, user-control principles, and

data-minimization requirements under EU and UK law. However, Licensee remains responsible for ensuring its own use of the AI Module complies with all laws applicable to its activities.